

K Wilson

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
CONCESSION PERMIT

--ooOoo--

EQUESTRIAN CAMPING, TRANSPORTATION  
MERCHANDISING, AND CATERING

at

STATION CAMP EQUESTRIAN AREA  
BIG SOUTH FORK  
NATIONAL RIVER AND RECREATION AREA

OPERATED BY:  
THE VIEW  
RICHARD SLAVEN AND BERNARD TERRY

--ooooo--

PERMIT NO. CP-BISO-001-95

CONCID BISO-05

COVERING THE PERIOD

April 10, 1995 THROUGH April 10, 1998

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

CONCESSIONS PERMIT

Station Camp Equestrian Area

Big South Fork National River and Recreation Area

PERMIT NO. CP-BISO-001-95

The selected concessioner will be authorized and agrees to operate an equestrian campground for horse and non-horse campers, on a reservation basis in full accord with this permit and the bid submitted. Walk in customers may also be accommodated. The concessioner may offer or sell: transportation services; tack; feed; hay; veterinarian supplies; farrier services; groceries; snacks; and catering services for the public within the Station Camp Equestrian Area.

This permit shall be for the term of three (3) YEARS from April 10, 1995, through April 10, 1998, subject to the following terms and conditions:

1. Revocation. It is expressly understood and agreed that this permit may be revoked at any time at the discretion of the Director without liability to the Government of any nature.
2. Transfer or Assignment. The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director. Such approval is subject to the requirements of 36 CFR part 51 (as are or as may be set forth therein).
3. Facilities and Services.
  - (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the assets and personnel necessary therefore.
  - (b) Procedural, administrative, and performance requirements that affect services to visitors, maintenance, or park-concessioner relationships are covered in the Maintenance Plan (Exhibit D), and the Operating Plan (Exhibit E) attached hereto, which shall serve as a supplement to the permit. The Superintendent may, after consultation with the

\*\*\* Big South Fork NRRRA \*\*\*

\*\*\*\* Southeast Region - National Park Service \*\*\*\*

Concessioner, adjust these plans to meet new circumstances but such plan revisions shall not be used to amend the permit or to alter the rights and liabilities of the parties to the permit.

(c) The Director reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Food service operations under this permit and the administration thereof by the Director shall be subject to the United States Public Health Service requirements. Vehicle operations under this permit and the administration thereof by the Director shall be subject to the Department of Transportation (DOT) requirements related to regulations on passenger vehicles for hire.

(d) Concessionaires must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health. The Concessioner shall, as a part of complying with the National Park Service's Safety and Occupational Health Policy, develop, maintain, and implement a written Documented Loss Control Management Program, to be approved by the Superintendent acting for the Director.

**4. Rates.**

(a) All rates and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Service.

(b) The Concessioner will provide Federal employees conducting official business reduced rates for essential transportation and other specified services, in accordance with procedures established by the Director.

**5. Lands and Buildings.**

(a) (1) The Director hereby assigns for use by the Concessioner during the term of this PERMIT, certain parcels of land, if any, and Government Improvements as described in Exhibit "A" hereto, appropriate to conduct operations hereunder.

(a) (2) The Director reserves the right to withdraw such assignments or parts thereof at any time during the term of this PERMIT without liability of any nature.

(a) (3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Director as a revocation of this PERMIT.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, if any, constructed or acquired by the Director and assigned to the Concessioner by the Director for the purposes of this PERMIT.

\*\*\* Big South Fork NRRA \*\*\*  
\*\*\*\* Southeast Region - National Park Service \*\*\*\*

(c) The Director shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

6. Concessioner Structures. The Concessioner may construct or install upon the assigned lands such structures as are necessary or desirable for the operation permitted hereunder, subject to prior approval by the Director of the location, plans and specifications thereof. These structures must be movable, temporary in nature and not affixed to the realty in any permanent manner. Upon termination of this permit, or termination of any renewal thereof, the Concessioner shall remove any such structures and shall restore the site thereof as to nearly a natural condition as possible at no cost to the United States of America. Any such structures as have not been removed by the Concessioner within six (6) months following terminations of this permit, or termination of any renewal thereof, shall become the property of the United States without compensation therefor. However, if any such structures are required to be removed by the Director upon the termination of the permit, and the Concessioner fails to do so within the aforesaid six (6) months, they may be removed by the Director and the Concessioner agrees to pay the cost of such removal. The Concessioner shall obtain no possessory interest or other compensable interest of any nature in such structures. Structures approved as of contract signing are shown in Exhibit A.

7. Accounting Records and Reports. The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible, but not later than sixty (60) days after the 31st day of December, a financial statement for the preceding year in the format prescribed by the Service and such other reports and data, including, but not limited to, operations information as may be required by the Service. Such information is subject to public release to the extent authorized by law or established policies and procedures of the Director. The Director and Comptroller General of the United States, or any of their duly authorized representatives shall at any time up until the expiration of five (5) calendar years after the expiration of this permit, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any proprietary or affiliate companies of the concessionaires.

8. Fees.

(a) For the term of this PERMIT, the Concessioner shall pay to the Director for the privileges granted herein an annual flat fee of \$100.00. Such fee and related Government Improvement are identified in Exhibit "A" hereto. This fee is a combined franchise fee and use fee. The fee may be adjusted annually by the Director to equal the fair annual

\*\*\* Big South Fork NRRA \*\*\*  
\*\*\*\* Southeast Region - National Park Service \*\*\*\*

value of the related Government Improvement as determined by the Director.

(b) A concessioner offer of an increased franchise fee would result in additional funds to the government. However, rather than direct collection of such additional funds, they will be used to construct on-site improvements as listed under "Approved Concessioner Improvements in lieu of higher franchise fee" in Exhibit A. All concessioner improvements will become the property of the United States on completion, as stated in No. 6 above: Concessioner Structures.

(c) The fee shall be due on an annual basis at the end of the operating year and shall be paid at the time of submission of the Concessioner's annual financial statement.

(d) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(e) The term "gross receipts" as used in this PERMIT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this PERMIT, and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from the sale of genuine United States Indian and native handicraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

9. Insurance and Indemnity. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this PERMIT.

(a)(1) The Concessioner shall purchase at a minimum, the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance

\*\*\* Big South Fork NRRRA \*\*\*  
\*\*\*\* Southeast Region - National Park Service \*\*\*\*

limits the Director may require during the term of this PERMIT.

(a)(2) The Concessioner shall provide the Director with a Statement of Concessioner Insurance and Certificate of Insurance at the inception of this PERMIT annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(3) The Director will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Director to be necessary to satisfactorily discharge the Concessioner's obligations under this PERMIT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in the amounts set forth in Exhibit "B" to this PERMIT.

(b)(1) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Director. The lien provision of Section 11 shall apply to such insurance proceeds.

(b)(2) The Concessioner shall purchase the following additional property coverage in the amounts set forth in Exhibit "B" hereto.

\*\*\*\*\*NONE\*\*\*\*\*

(b) (3) The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this PERMIT.

1. The insurance policy shall contain a loss payable clause approved by the Director which requires insurance proceeds paid directly to the Concessioner without requiring endorsement by the United States.

2. The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as government structures and the Concessioner shall gain no compensatory interest therein.

(c) Public Liability. The Concessioner shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than (\$500,000) per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner

\*\*\* Big South Fork NRRA \*\*\*

\*\*\*\* Southeast Region - National Park Service \*\*\*\*

shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(c)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured. In that event, the policy shall provide that the insurance company shall have no recourse against the Government for payment of any premium or assessment.

(c)(2) The Concessioner shall also obtain the following coverage at the same limits as required for comprehensive general liability insurance unless other limits are specified:

- (1) Product liability - Amount - \$50,000
- (2) Automobile liability to cover all owned, non-owned and hired vehicles - Amount - \$500,000
- (3) Workers' compensation

10. Utilities.

(a) The Director may furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Director in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Director in effect at the time of billing.

(b) Should the Director not provide such utilities, the Concessioner shall, with the written approval of the Director and under such requirements as the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

11. Lien. As security for the faithful performance by the Concessioner of all its obligations under this permit, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have, at all times, the first lien on all assets of the Concessioner within the area.

12. Nondiscrimination. The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of

\*\*\* Big South Fork NRRA \*\*\*  
\*\*\*\* Southeast Region - National Park Service \*\*\*\*

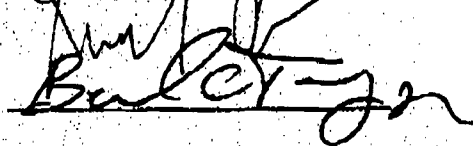
1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "C" attached hereto and made a part hereof.

13. General Provisions.

- (a) Reference in this PERMIT to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.
- (b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this PERMIT.
- (c) Notwithstanding any other provision hereof, the Director reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.
- (d) Any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.
- (e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this PERMIT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this PERMIT if made with a corporation or company for its general benefit.
- (f) This PERMIT may not be extended, renewed or amended in any respect except when agreed to in writing by the Director and the Concessioner.
- (g) The Concessioner shall review the conduct of any of its employees whose actions or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.
- (h) Operations must be in conformance with applicable Federal, State, and local laws, regulations, and requirements for the type of service offered.

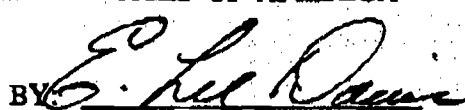
Dated at the Big South Fork National River and Recreation Area, this 10th day of April 1995.

CONCESSIONER



TITLE: Manager  
DATE: 7/26/95

UNITED STATES OF AMERICA

BY: 

TITLE: Superintendent

\*\*\* Big South Fork NRRA \*\*\*  
\*\*\*\* Southeast Region - National Park Service \*\*\*\*